

#### UNITED STATES MARINE CORPS MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO, VIRGINIA 22134-5010

5720 LAWQ DON-USMC-2014-002966 29 May 14

FOIA Group Ms. Rose Santos P.O. Box 368 Depew NY 14043

SUBJECT: FOIA DON-USMC-2014-002966

Dear Ms. Santos:

This responds to your FOIA request dated January 24, 2014, for a copy of contract M67854-13-D-4701; including the Statement of Work.

The requested document(s) is/are enclosed.

Fees associated with processing your request are minimal and waived.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at:

Department of the Navy Office of the General Counsel ATTN: FOIA Appeals Office 1000 Navy Pentagon Room 4E635 Washington DC 20350-1000

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

LISA L. BAKER

Counsel

AWARD/CONTRACT	THIS CONTRAC						PAGE OF	F PAGES 69		
2. CONTRACT (Proc. Inst. Ident.) NO. M67854-13-D-4701	EFFECT IVE DA	TE 21 Dec	c 201	2		4. REQUI	SITION	/PURCHASE REQUEST/F	PROJECT NO.	
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7. NAME AND ADDRESS OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPO	R (No., street, city,	county, state a	ınd zip c	ode)			8. DEL		OTHER (See b	elow)
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X D PACKAGING AND MARKING	<u> </u>	31 - 32						NTATIONS AND INSTRU	CTIONS	1
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X G CONTRACT ADMINISTRATION	DATA	35 - 37						OTICES TO OFFERORS		
X H SPECIAL CONTRACT REQUIREM		38						FOR AWARD		
	TRACTING OFF		_						Calinitation Number	
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number  ———————————————————————————————————							
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER  CONSTANCE D. EALEY / PCO  TEL: 703-432-7498 EMAIL: constance.ealey@usmc.mil						
19B. NAME OF CONTRACTOR	19C. DAT	E SIGNED	20B.	UNIT	ED ST A	ATES OF AN	MERICA	Eally	20C. DATE	
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED		UNDEFINED	\$0.00

Labor

FFP

Firm-Fixed-Price Labor IAW the General Scope Document and MCEITS Task Orders.

FOB: Destination

MAX \$0.00

NET AMT

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0002 UNDEFINED UNDEFINED \$0.00

Travel COST

Travel for MCEITS Task Orders IAW the General Scope Document, MCEITS

Task Orders and the JTR.

FOB: Destination

MAX COST UNDEFINED

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0003 UNDEFINED UNDEFINED \$0.00

Other Direct Costs (ODCs)

COST

ODCs for MCEITS Task Orders IAW the General Scope Document and

MCEITS Task Orders.

FOB: Destination

MAX COST UNDEFINED

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\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT		
0004		UNDEFINED		UNDEFINED	\$0.00		
	CPFF Labor						
	CPFF						
	Cost Plus-Fixed-Fee (CPFF) Labor IAW the General Scope Document and MCEITS Task Orders.						
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			1	MAX COST	UNDEFINED		
				FIXED FEE	UNDEFINED		

TOTAL MAX COST + FEE

# CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
	\$1,000,000.00		\$100,000,000.00

#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
3,000.00		20,000,000.00	

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
0002		\$		\$
0003		\$		\$
0004		\$		\$

Section C - Descriptions and Specifications

#### GENERAL SCOPE DOCUMENT

Section C – Descriptions and Specifications

# GENERAL SCOPE DOCUMENT FOR

#### MARINE CORPS ENTERPRISE INFORMATION TECHNOLOGY SERVICES (MCEITS)

#### 1.0. OVERVIEW

### 1.1. Background

The Program Manager (PM), Marine Corps Enterprise Services (MCES) and the Program Management Office (PMO) is a provider of information technology (IT) solutions for the United States Marine Corps (USMC). PM MCES provides for the fielding of the Marine Corps Enterprise IT Services (MCEITS), a Marine Corps enterprise transformation and modernization initiative. MCEITS provides for the Marine Corps Enterprise Network (MCEN), application hosting capability, enterprise shared services, access to enterprise-wide information, and the ability to collaborate and share information across the Business and Warfighter Domains. MCEITS enterprise infrastructure and environments are governed through the establishment of a MCEITS Operations Capability (MOC) and a Marine Corps Chief Information Officer (CIO) governance framework that consists of enterprise IT Service Management (eITSM) policies, principles, procedures, and IT Service Management (ITSM) and Enterprise Service Management (ESM) tools. This provides the capability to monitor and measure compliance as well as provide standard and interoperable architecture products, interoperable and reusable communication methods, core software products, and platforms to host and maintain enterprise applications, services and data environments.

The primary MCEITS Enterprise Information Technology Center (EITC) site is located in Kansas City, MO and includes the Systems Integration Environment (SIE). The Government intends to expand to a second EITC (classified and unclassified) in Albany, GA. The Government will provide facilities and space at each of these locations to support the contractor's efforts on site.

The contract for MCEITS engineering, scaling, integration and P3I capabilities will have a maximum contract life of five (5) years. The Contractor will support the Government with transition to a new contractor(s) (as applicable) at the end of this contract or sooner.

# 1.2. Objectives / Outcomes

The Government seeks continued integration of scalable turn-key technology solutions and services to provide key components of the MCEITS system across the life cycle as a result of this solicitation. Key deliverables, as a result of this solicitation, provide capability across the areas of design, engineering, procurement and integration of IT solutions, including IT specific facility infrastructure. The Government may require interim logistical and operational support of capabilities after delivery and prior to transferring operational performance to the SIE and/or EITC operations contract(s). This includes:

- Data center facility infrastructure, including power, heating, ventilation and air conditioning (HVAC), rack, and cabling infrastructure.
- Engineering and analysis for the enterprise, distributed and expeditionary environments/platforms.
- Design, procure, scale, configure, test and integrate IT systems, services, and/or infrastructure or the enterprise, distributed and expeditionary environments/platforms.
- Engineering or technology services supporting the operations of the MCEITS enterprise.

#### 1.3. Goals

The Government seeks continued program management, engineering, information assurance (IA), logistics, and test support, incremental scaling, and additional capability through P3Is. All efforts shall support the technology, processes and capabilities required by the MCEITS Capability Production Document (CPD) through the ITIL (Information Technology Infrastructure Library) v3 framework. These capabilities are being instantiated across the entire MCEN in order to consolidate infrastructure, improve interoperability and information access.

The following are key considerations in order to achieve the goals:

#### **Keys to Success**

**Reduce Life Cycle Cost:** Open, modular, scalable and innovative services, processes and solutions to reduce overall manpower required to operate and maintain MCEITS throughout its life cycle.

**Open Design:** Continue to provide open architecture solutions with hardware/software, infrastructure that is: a) modular b) scalable c) available d) innovative e) easy to use and f) accurately documented.

**Schedule:** Provide milestones to deliver proposed functional capabilities.

**Process/Documentation:** Leverage, scale and improve upon the ITSM/ESM processes used to operate and maintain the enterprise for high availability, time certain deliveries, customer service and support; Allow for scaling of the ITSM/ESM functional architecture with manpower mappings required to operate MCEITS.

**Information Assurance (IA):** Comply with Federal, DoD, DoN, and USMC IA policies and procedures; Ability to achieve and maintain IA accreditation

**Test and Evaluation:** Enable thorough, accurate and efficient evaluation, Modeling & Simulation (M&S) and testing to support capacity requirements, functionality and enterprise interoperability.

**<u>Vision</u>**: Utilize solutions that support Department of Defense (DoD), Department of the Navy (DoN) and USMC strategic goals.

**Standards:** Comply with ITIL v3, CMMI Level 3, commercial best practices, and current and evolving USMC and Joint Standards.

Table 1: Keys to Success

#### 1.4. Vision

The vision is to provide a service-based, managed utility computing environment to support IT-based business process and application owners, and their users. MCEITS will enable this through the implementation of an IT infrastructure with applications, services, and a shared data environment operated as a Managed Service Provider (MSP) using state-of-the-marketplace server, storage, network, application, management, and testing resources supporting applications, services, and systems.

# 2.0. SCOPE

The scope of this contract is guided by the MCEITS CPD and this General Scope Document. The CPD identifies the full range of capabilities, services and solutions necessary for the USMC to satisfy its support of the MCEN enterprise infrastructure and services goals with IT services worldwide. This General Scope document describes the overarching services and capabilities expected to be included as part of any proposal response to this contract. Additional program documents describe MCEITS desired capabilities and should be considered when developing Task Order proposals.

The Government anticipates capabilities-based solutions from the Contractor who shall provide a wide range of IT capabilities, hardware, software, support and equipment. Therefore, end-to-end life cycle solutions to satisfy integration, deployment, operations, maintenance, and logistics/sustainment requirements are required. Also included are the support requirements to analyze requirements, develop and implement recommended solutions. It is the Government's intent to establish a scope, via the CPD, that is broad and sufficiently flexible to satisfy requirements that may evolve and scale over the period of performance, and provide a full complement of services and capabilities necessary. Capabilities must be able to integrate across the MCEN enterprise, the cloud computing environment and an expanded Service Oriented Infrastructure (SOI) as MCEITS's inserts technology for new enterprise capabilities. This includes distributed and expeditionary capabilities. The Distributed platforms support designated Marine Corps Installation (MCI) Commanders, Marine Forces (MARFOR) Commanders and Marine Expeditionary Force (MEF) Commanders. The Expeditionary

capability is anticipated to be hosted on the Combat Operations Center hardware with MCEITS providing capability/software as a service. Subsequent MCEITS expeditionary capabilities will be further specified by MCCDC in the follow-on releases supporting land and amphibious missions.

# 2.1. Purpose

The purpose of this contract is to establish the overarching acquisition effort to support expansion of and improvements to the MCEITS IT infrastructure, which includes design, documentation, and integration of reusable, reliable, responsive, and cost effective solutions which scale over time along with extending these capabilities to distributed and expeditionary customers. Support consists of equipment (including but not limited to server, storage, network, security), management applications (including but not limited to ESM, ITSM), testing tools, and application platforms (including but not limited to database, web server) to provide services across the enterprise with integration and testing at the SIE. The solution shall build upon and provide a layered set of MCEITS capabilities as depicted in Figure 1-1.

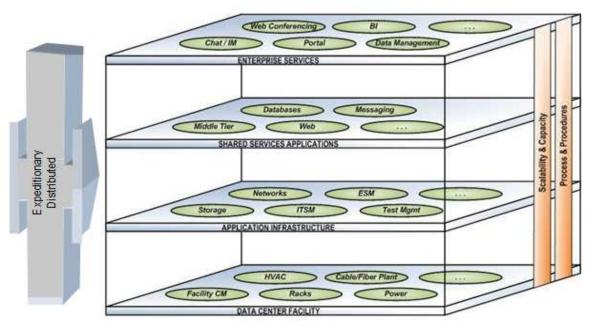


Figure 1-1: Layered MCEITS Capabilities

#### 2.2. Required Capabilities

The CPD describes the capabilities in a high level concise format. In order to achieve these capabilities over the life cycle of the program, Contractors shall consider the following:

- Operational Concept of Employment (COE), policy, processes and procedures as implemented by Marine Corps Network Operations Security Center (MCNOSC).
- Information Systems Security (ISS) and IA to ensure a secure operational environment for the enterprise with the ability to defend in depth the enterprise.
- IT services to define, model, test, instantiate and manage the enterprise.
- Enterprise design, integration and consolidation to provide the ability to support the USMC Data Strategy and move to a Services Oriented Architecture (SOA) and Services Oriented Infrastructure (SOI).
- Logistics and operational effectiveness/suitability to ensure the solutions can be placed satisfactory in use with consideration given to availability, compatibility, transportability, interoperability, war time usage rates, maintainability, safety, human factors, manpower supportability, logistics supportability, natural environmental effects and impacts, documentation, and training requirements. This ensures MCEITS provides the necessary interplay between system performance, availability (reliability, maintainability and supportability), process efficiency (systems operation, maintenance and logistics support), and system life cycle cost.
- Systems operation, maintenance and sustainment of a cloud-computing environment, internal network support capabilities, tiered (only II and III) service desk technical support; maintenance, facilities management, supply support, and property/warranty management.
- Management to ensure the enterprise policy and planning, cost, schedule and performance and deployment of capabilities are established in a coherently managed way.

#### 3.0. MCEITS PROGRAM OBJECTIVES

The overarching objective of MCEITS is to support USMC enterprise IT activities. The fundamental purpose is to provide the USMC with a full range of innovative enterprise IT infrastructure solutions and support services at a reasonable price. It is essential that the Contractor establish an enhanced performance-based (including recommended performance measures, frequencies and methods) partnership which provides the foundational capabilities for secure and effective design, engineering, integration, and testing of improvements. The Contractor, over the life cycle, shall provide P3I solutions for the capabilities within the scope described in the CPD and by the objectives described in Sections 3 through 5 of this document.

- 3.1. Management Objectives (delivered on time and within budget)
- 3.1.1. Provide solutions that can be instantiated and utilized operationally.
- 3.1.2. Minimize life cycle costs through appropriate and efficient use of technology, M&S, process design, documentation and improvements.

- 3.1.3. Identify metrics to demonstrate Return on Investment (ROI), improved performance, reliability, security and cost reductions.
- 3.1.4. Provide solutions to enable business processes, supportive of eITSM and Information Technology Infrastructure Library (ITIL) and International Organization for Standardization/International Electrotechnical Commission ISO/IEC 20000, and best commercial practices.
- 3.1.5. Utilize an incremental implementation approach to provide the Government the ability to manage efforts and determine possible trade-offs to support cost, schedule and performance objectives.
- 3.1.6. Recommend, identify and provide a model or methodology to ensure reliability, availability, maintainability (RAM) objectives meet or exceed MCEITS specifications, Service Level Agreements (SLAs) and Operational Level Agreements (OLAs).
- 3.1.7. Provide operational support and propose solutions that are compliant with DoD, DoN and USMC directives, requirements, IA guidance, and the Joint Technical Architecture (JTA)
- 3.1.8. The Contractor will support program reviews, technical reviews and testing events, such as: Technical Interchange Meetings (TIMs), requirements reviews, System Functional Reviews (SFR), design reviews, configuration audits, logistics reviews, Test Readiness Reviews (TRR), Developmental Test (DT) events and Operational Test (OT) events.
- 3.1.9. Proposed solutions/improvements will comply with MIL-STD-882D, paragraph 4, which stipulates the following: "...ensure the identification and understanding of all known hazards and their associated risks; and mishap risk eliminated or reduced to acceptable levels." In addition, Environmental Safety and Occupational Health (ESOH)-related issues/risks will be added to the appropriate program documents and system manuals.
- 3.1.10. Establish and maintain contract delivery methodologies and operations that are flexible, facilitate change, provide visibility into execution, and allow for continuity of customer support over the life of the contract.
- 3.1.11. The Government seeks to encourage and promote small business. The Contractor shall provide a sub-contracting plan. The Government's small business subcontracting procurement goals are:
  - Overall small business 23% of prime contracts (minimum for subcontracting), includes:
  - Small Disadvantaged Business (SDB) 5% of prime & subcontracts

- Women Owned Small Business (WOSB) 5% of prime & subcontracts
- Historically Underutilized Business Zones (HUBZone) 3% of prime & subcontracts
- Service Disabled Veteran Owned Small Business (SDVOSB) 3% of prime & subcontracts
- Traditional small business subcontracting 7% of prime & subcontracts
- 3.1.12. Support the USMC's data management and reporting requirements using the electronic interface provided by the Government.
- 3.1.13. Continuously seek ways to improve performance and USMC IT service capabilities.
- 3.1.14. Coordinate with the Government on the use of existing USMC hardware and software procurement resources and with the approval of the Government, utilize existing Government or USMC sources of supply such as the Marine Common Hardware Suite (MCHS) or Marine Corps Software Enterprise License Management System (MCSELMS). Items not procured through USMC sources will be considered for inclusion into MCHS or MCSELMS baseline for future expansion of MCEITS capability. All items procured will be subject to the Item Unique Identification (IUID) DFARS clause 252.211-7003, "Item Identification and Valuation" and "DoD guide to Uniquely Identified Items". The Government requires the Contractor to identify their plan to comply with IUID requirements prior to any Physical Configuration Audit (PCA) and subsequent delivery to and acceptance by the Government.
- 3.1.15. Provide compliant, state-of-the-market, sustainable, supportable, interoperable IT and, when possible, standards-based service solutions in support of P3Is and scaling of the MCEITS enterprise.
- 3.1.16. Identify and implement commercial best practices, new technologies and streamlined approaches that afford the USMC and other customers' IT and telecommunications structure the ability to improve their performance and IT business processes (i.e., offering tools, techniques, and practices for migration to enterprise resource planning).
- 3.1.17. Ensure affordable, scalable, best value, best pricing solutions and include maximum use of commercially available hardware and software.
- 3.1.18. Support the Government with the development of documents, presentations and reports with representation at USMC and other venues as requested.
- 3.2. Life Cycle and Operations Objectives

- 3.2.1. Propose modular, open architecture designs to include modular hardware and software design, choosing open specifications and standards for selected interfaces (external, internal, functional, and physical), products, and tools.
- 3.2.2. Provide solutions of loosely coupled applications, services, and systems that minimize dependencies on specific products or vendors.
- 3.2.3. Mitigate the risks associated with technology obsolescence by avoiding proprietary technology and reliance on single sources of supply.
- 3.2.4. Provide additional or updated documentation for system changes including system design documents, operations manuals, troubleshooting procedures and testing processes to include unit, subsystem, integration, and system testing.
- 3.2.5. Forecast and propose manpower and training changes to sustain MCEITS as part of the Manpower Working Integrated Product Team (WIPT).
- 3.2.6. Ensure design activities are sufficiently flexible and robust to enable technology insertion and accommodate changing technology and requirements.
- 3.2.7. Recommend and provide solutions, shared services and resources which allow for: high utilization of equipment, the ability to shift resources based on demand as part of the MCEITS SOI.
- 3.2.8. Utilize existing USMC enterprise license agreements (available through MCSELMS) to reduce costs to the greatest extent possible. Support overall MCEITS software license management and planning efforts.
- 3.2.9. Ensure capabilities utilize standard web-based technologies over well-known Transmission Control Protocol/Internet Protocol (TCP/IP) ports and protocols to the maximum extent possible.
- 3.2.10. Recommend and utilize human system integration (HSI) focused designs for expanding capabilities.

#### 3.3. Logistics Objectives

The Contractor shall consider and describe the logistical implications of their proposed solutions. The Contractor shall be required to procure logistics support packages. These packages, including spares, extended warranties, technical documentation, support equipment, test equipment and training, supporting corrective maintenance and preventive maintenance tasks,

packaging, handling, storage and transportation data and material safety data sheets) shall be provided to the Government with complete description of data rights.

MCEITS Logistics Program requirements are:

- 3.3.1. The Contractor shall support activities that enabled automation, consolidation, and centralization of MCEITS operations, maintenance, and support capabilities for all of its systems and equipment (including physical infrastructure, hardware, and software). These activities support the program's overall Integrated Logistics Support (ILS) effort.
- 3.3.2. The Contractor shall support logistics planning activities relative to: Diminishing Manufacturing Sources and Material Shortages (DMS/MS), training, facilities, and Human Systems Integration (HSI).
- 3.3.3. Maximize use of readily available Commercial off the Shelf (COTS) hardware and software with warranty and refresh options. All hardware shall be proposed with a five (5) year warranty consisting of a three (3) year warranty and optional proposed costs for year four (4) and five (5).
- 3.3.4. Ensure designs use measurable, consistent and accurate predictive parameters for performance monitoring.
- 3.3.5. Minimize logistics footprint through:
- 3.3.5.1. Integration and consolidation of prognostics, diagnostics and decision support tools to reduce operations/maintenance manpower requirements (e.g., ESM and ITSM tools).
- 3.3.5.2. Standardization, interchangeability, and commonality (of the hardware and software) infrastructure.
- 3.3.5.3. Minimizing requirements for general and special purpose support and test equipment.
- 3.3.5.4. On-line training including the use of on-line maintenance aids where/when applicable.
- 3.3.5.5. Automatic entry and retrieval of maintenance data.
- 3.3.5.6. The Contractor shall recommend, deliver, or furnish for Government/contractor use at a Government-owned facility, computer products that make use of Environmentally Preferable Products to the maximum extent economically practicable to lower life cycle costs. Environmentally Preferable Products will be considered as the first choice with all product procurements. The Contractor shall procure products in accordance with Federal Green Procurement mandates.

- 3.3.6. Maintenance Planning Analysis
- 3.3.4.1 Ensure maintenance actions align with the Government's operations and maintenance processes and provide for ease of maintenance.
- 3.3.4.2 Identify preventive and corrective maintenance actions along with the required spares and support equipment.
- 3.3.4.3 Provide supporting operational metrics for new or different maintenance actions (e.g., elapsed time of maintenance actions; task frequency; Mean Time Between Failures (MTBF); Mean Time Between Service Incidents (MTBSI); Mean Time to Restore Services (MTRS); Mean Time To Repair (MTTR) an item; and man-hour allocation.
- 3.3.7. Repair Analysis
- 3.3.5.1 Provide a listing of which items should be repaired and/or discarded, the level of maintenance at which the repair should be performed and associated costs.
- 3.3.5.2 Identify changes to the system support structure, placement and allocation of spares, and support equipment.
- 3.3.8. Supply Support Analysis
- 3.3.6.1 Provide the system breakdown, maintenance coding, maintenance replacement factors, roll-up quantities, design change information, and associated technical manuals, for all equipment.
- 3.3.6.2 Provide information on different categories of provisional items (e.g., long lead items, bulk items, tools and test equipment).
- 3.3.9. Support and Test Equipment Analysis
- 3.3.7.1 Maximize the use of common tools, Test, Measurement and Diagnostic Equipment (TMDE).
- 3.3.7.2 Identify all unique support test equipment, required performance specifications, and technical data necessary to procure, provision, and support.
- 3.3.7.3 Identify calibration requirements for required unique test equipment.

- 3.3.10. Manpower. The Contractor shall identify changes in manpower requirements to operate and maintain MCEITS to the Manpower WIPT. This information should include staffing requirements and further specify the factors or metrics for scaling manpower based on increasing capacity. Manpower costs shall be considered as part of any solution.
- 3.3.11. Training. The Contractor shall identify any training, and other resources available to administrators. When required, the Contractor shall recommend training packages to MCEITS administrators and/or shall prescribe recommended training paths. E-learning concepts and online training should be maximized.

# 3.4. System Characteristics

The MCEITS capability and any proposed solutions must be able to successfully perform under varying conditions (including but not limited to bandwidth restrictions and disconnections, latency, load). Contractors shall submit information specifying capacity needs (e.g., bandwidth, latency requirements) and how solutions scale, as applicable.

- 3.4.1. Capacity. The proposed capability of every individual component shall be designed and integrated to a capacity capable of meeting availability requirements and MCEITS enterprise or SIE load requirements with 70% or less utilization. The Contractor shall further specify by what capacity the system components can increase to support future demand either organically, or using Contractor-specified scalability processes. This information should include information to support MCEITS capacity management, (i.e.; "at what percentage of maximum capacity additional components will be added).
- 3.4.2. Scalability. Any proposed solution shall be capable of scaling to support additional demand for service or capacity. The Contractor shall meet this desired characteristic for all components and shall describe any changes necessary to scale the system as part of their solution. Scaling the processing capacity should not impact existing production workload.
- 3.4.3. Manageability. Any proposed solution shall minimize management intervention to activate, use, and maintain MCEITS components. The Contractor shall provide a list of requirements, with procedures, imposed on the administrator of the services to include client hardware and software requirements.
- 3.4.4. Extensibility. The Contractor shall identify component extensibility, to include any open standards to which they adhere. The Contractor shall describe interoperability with all other MCEITS components or tools and to what extent their proposed solution can be federated with or to other DoD or Government agencies services, such as Defense Information Systems Agency's (DISA) Net-Centric Enterprise Services (NCES).

# 3.5. Scaling

The MCEITS infrastructure will be scaled based on application migration, application growth, core services growth, and expansion of the user base. MCEITS will correspondingly scale operations.

- 3.5.1. Hardware Requirements. The Contractor shall provide hardware from tier 1 OEM vendors (unless specified otherwise by the Government). Used, Refurbish or Grey Market (i.e., goods acquired through distribution channels other than those authorized or intended by the manufacturer) products shall not be allowed.
- 3.5.2. The Contractor shall ensure the MCEITS software and core services are capable to be hosted on the new built hardware enclaves at Albany with minimum modification efforts from the Government. All hardware when it's purchased shall support the Defense Information Systems Agency (DISA) Public Key Infrastructure standards, (currently DISA requires a 2048-bit key length). All hardware shall meet the Trade Agreements Act (TAA), shall be certified to meet the "Silver" performance criteria and applicable ENERGY STAR standards of the Electronic Product Environmental Assessment Tool (EPEAT) and Environmental Protection Agency (EPA). Servers shall support EMC, HP, IBM or NetApp Storage solutions or equivalent. Servers shall be certified to support VMWare Virtual Infrastructure (VI), through most-current version, and associated/related applications.
- 3.5.3. The Contractor shall comply with Telecommunications Industry Association (TIA)/ Electronic Industries Alliance (EIA)-568 standards for structured cable system topologies, cabling and wiring. The Contractor shall comply with Institute of Electrical and Electronics Engineers (IEEE) 1100 standard, including grounded overhead management.

#### 4.0. INFORMATION ASSURANCE (IA)

#### 4.1. General

The unclassified EITC is a Mission Assurance Category (MAC) II "Sensitive" system. The information processed by this service is sensitive, but unclassified. The classified EITC is a MAC II "Classified" system. MCEITS environments are subject to the DoD security requirements in Section C, Appendix A, as well as the Network Operations (NetOps) requirements specified in Section C, Appendix B of this contract (or latest versions or guidance). The Contractor shall describe its approach to managing and implementing applicable IA controls for the MAC and confidentiality level in accordance with DoD Instruction 8500.02.

The C&A process involves Government and Contractor activities throughout the stages of the process. C&A is a coordinated effort involving MARCORSYSCOM (specifically the Program Management Organization and the Systems Engineering, Interoperability, Architectures & Technology organization), MCNOSC and Headquarters USMC. External Government

organizational reviews are required to support the overall C&A process and should be considered in the Contractor's response.

- 4.1.1. DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultants and Integrator personnel, who perform work on sensitive automated information systems (ISs), to be assigned to positions which are designated at one of two sensitivity levels (IT-I, IT-II). These designations equate to Critical Sensitive and Non-Critical Sensitive.
- 4.1.2. The specific tasks in the Statement of Objectives (SOO) are determined by the Government to be IT-I for the Project Lead and IT-II for all other positions. Personnel designated as IT-II who do not already possess a SECRET-level clearance will submit, under guidance of their Facility Security Officer (FSO), within three (3) days after the award of each Task Order, a completed SF-86, Questionnaire for National Security Positions, and two DD Forms 258 (Fingerprint Cards). Personnel occupying IT-I and IT-II positions require completed investigations prior to the assignment of the individuals to sensitive duties associated with the position. The Contractor's FSO shall forward their employee clearance information to the Government Security Officer.
- 4.1.3. Personnel with privileged access (including but not limited to Systems Administrator, DBA, IA, roles) must meet DoD 8570.01 training and certification requirements before the start of work which includes a Single Scope Background Investigation (SSBI).
- 4.1.4. Per Chairman Joint Chiefs of Staff Instruction (CJCSI) 6510.01F, support contractors will be trained and certified to perform the tasks associated with their responsibilities for safeguarding and operating DoD information systems. Authorized users of DoD information systems will receive initial IA orientation as a condition of access upon assignment to an organization and must complete refresher awareness training annually. Privileged users and personnel in IA technical and management positions (e.g., Designated Approving Authority (DAA), IA managers, IA Officers, and System Administrators/Installers) will be fully trained and certified to perform their duties. At a minimum, all network device and information system installers shall be IA Technical (IAT) level II certified in accordance with the most recent versions of DoDD 8570.1 and DoD 8570.01-M.
- 4.1.5. All hardware providing classified services shall be disposed of in accordance with (IAW) DoD Instruction 5220.22-M (or current policy) and SECNAVINST M-5510.36A.
- 4.1.6. All encrypted communications within this hierarchal architecture, internal and external, shall use a cryptographic module certified in accordance with a NIST Certified Cryptographic Module Validation Program under FIPS 140-2, level 3, certification. The Contractor shall provide proof of NIST Certified Cryptographic Module Validation Program compliance. Any changes to the existing cryptographic module shall be validated against FIPS 140-2 Level 3 and proof of validation must be provided ten (10) days after each major release of the

software/hardware that affects the functionality of the existing validated cryptographic module and/or changes to that module. Within one (1) year of contract award, all cryptographic modules shall be validated against FIPS 140-2 Level 3 and proof of validation must be provided.

- 4.1.7. The Contractor's solution shall be in compliance with all applicable Federal and DoD Internet Protocol v6 (IPv6) policies and the DoD IPv6 Capable definitions as specified in the DoD CIO Memorandum, DoD Internet Protocol Version 6 (IPv6) Definitions, dated
- 26 June 2008. The Contractor shall warrant that items delivered shall be IPv6 capable. Warranties will vary depending on the equipment, products or services to be provided. In addition, a partial excerpt from the DoD IPv6 Capable Definitions memo articulates: "IPv6 Capable Products shall be able to interoperate with other IPv6 Capable Products on net-works supporting only IPv4, only IPv6, or both IPv4 and IPv6, and shall also:
- 4.1.7.1. Conform to the requirements of the DoD IPv6 Standard Profiles for IPv6 Capable Products document contained in the DISR
- 4.1.7.2. Possess a migration path and/or commitment to upgrade from the developer (company Vice President, or equivalent, letter) as the IPv6 standard evolves
- 4.1.7.3. Ensure product developer IPv6 technical support is available.
- 4.1.7.4. Conform to National Security Agency (NSA) and/or Unified Cross Domain Management Office (UCDMO) requirements for IA products"
- 4.2. System Assurance
- 4.2.1. System assurance is the extent to which the underlying software, firmware, and hardware, which in totality constitute the service, have been controlled, evaluated, and tested to ensure that the service delivers precisely what it is designed to deliver and nothing more. The Contractor shall describe their approach to achieving/validating system assurance, on a continuing basis, software, firmware, and hardware for completeness and compliance to ensure these items will not carry out any operation inconsistent with the requirement, design, or purpose of any proposed services.
- 4.2.2. All software must be approved for use on the MCEN.
- 4.2.3. The Contractor shall participate in the Information Assurance (IA) IPT. Participation includes, but not limited to, developing documents, Plan of Action & Milestones (POA&M), test plans, implementing mitigation of IA issues/concerns and rework as needed to meet IA C&A requirements.

- 4.2.4. The Contractor shall develop and complete any and all documentation required for C&A based on the DIACAP. The Government shall initially target the DIACAP; however, should C&A requirements change for the DoD, the Contractor is expected to support any new process. The Contractor shall utilize the Marine Corps Certification & Accreditation Support Tool (MCCAST) for preparation of the DIACAP Package.
- 4.2.5. The Contractor shall develop DIACAP packages to include, if necessary, the registration with the DoD IA Program, assigning IA controls based on Mission Assurance Category (MAC) and Confidentiality Level (CL), identifying the DIACAP Team members, and initiating the DIACAP Implementation Plan (DIP). The Contractor shall assist in the implementation and validation of assigned IA Controls including execution of the DIP, conducting validation activities, and compiling the status of the validation results in the DIACAP Scorecard. The Contractor shall prepare supporting documentation (Security Plan of Actions and Milestones (POA&M), actual validation results, artifacts associated with implementation of IA controls, etc.) required for the DIACAP "Comprehensive Package" requirements.
- 4.2.6. The Contractor shall assist the Government in preparing all required Security POA&Ms. A Security POA&M is required for any accreditation decision that requires corrective action and is also used to document Non-Compliant or Non-Applicable IA controls that have been accepted by the responsible DAA. The Security POA&M will address why the system needs to operate, any operational restrictions imposed to lessen the risk during an interim authorization, the DAA's rationale for accepting certain IA controls that are categorized as NC or NA, specific corrective actions necessary to ensure that assigned IA controls have been implemented correctly and are effective, the agreed- upon timeline for completing and validating corrective actions, and the resources necessary and available to properly complete the corrective actions. The Security POA&M is a permanent record and once posted, weaknesses will be updated, but not removed after correction or mitigation actions are completed. The Contractor shall assist the Government by recommending corrective actions and implementing the corrective actions identified in the Security POA&M and, with the support and assistance of the IAM, provides visibility and status to the DAA.
- 4.2.7. The Contractor shall develop DIPs if needed, to document the assigned IA controls, including inherited IA controls. The DIP also includes the IA control implementation status, responsible entities, resources, and the estimated completion date for each assigned IA control. The plan may reference applicable supporting implementation material and artifacts.
- 4.2.8. Ensure any proposed solution maintains the secure communication capability between USMC systems/applications within MCEITS and the interoperability with other DoD systems through the Global Information Grid (GIG).

4.2.9. Ensure any proposed system components continue to effectively detect, report, respond, and log security incidents and threats against the environment, systems, and applications. Undocumented changes to the configuration management baseline shall be considered as security incidents. Proposed solutions shall minimize reporting artificial or false indications of security incidents on a system.

#### 4.3. Data Protection

Regardless of the network in use, any proposed capability or service will assure the confidentiality and integrity of the data in transit as well as at rest. Wherever encryption occurs in the proposed solution, the Contractor shall submit all FIPS 140-2 certifications for accreditation. Any proposed capability shall also state when and where those encryption mechanisms are employed.

The Contractor shall maintain/update the data spillage handing process, as required for each proposed solution, in accordance with the most current USMC Information Assurance Operational Standard "010 Unauthorized Disclosure and Electronic Spillage Handling."

#### 4.4. Certification and Accreditation

Any proposed hardware or software shall comply with USMC security policies and DoD Security Technical Implementation Guides (STIGs), checklists and complete Security Readiness Reviews (SRR) for compliance purposes. Furthermore, the capability must comply with the requirements of Appendix B of this contract. The Contractor must have experience working with the Marine Corps Certification and Accreditation Support Tool (MCCAST). The Contractor must include key personnel having experience with USMC's implementation of MCCAST.

#### 4.5. Network Access Control

The Contractor shall comply with DoD Ports, Protocols, and Services Assurance Category Assignments List. If the Contractor has a capability that does not comply with the latest DoD Ports, Protocols, and Services Assurance Category Assignments List, then the Contractor will be required to coordinate with the USMC Ports, Protocols, and Services representative following contract award for registration, evaluation, and approval through the Defense IA/Security Accreditation Working Group (DSAWG).

# 4.6. Contractor Provided Documentation Supporting Certification and Accreditation

The Contractor will support the documentation and collection of evidence in completing all security accreditation and connection decisions and assist the process of requesting this decision; this includes the input of documentation into MCCAST. The Contractor shall provide all information necessary and assist the Government in maintaining the Defense Information Assurance Certification and Accreditation Process (DIACAP) certification and accreditation documentation, and create required documentation to obtain the Authority to Operate (ATO)

from the USMC DAA and Authorities to Connect (ATC) from the SIPRNet Connection Approval Office (SCAO).

# 4.7. Information Control (INFOCON)

Any proposed solutions shall comply with DoD INFOCON procedures (as initially established by U. S. Strategic Command Directive (SD) 527-1).

- 4.7.1. Provide solutions that enable the capability to capture IT component configuration baselines and perform periodic checks to detect unauthorized changes in configurations as specified in INFOCON procedures.
- 4.7.2. In accordance with INFOCON procedures and conditions, enable the capability to rapidly reconfigure IT components to the last known good baseline with no impact to stated operational availability thresholds.

# APPENDIX A: DOD SECURITY REQUIREMENTS

#### (CLASSIFIED AND UNCLASSIFIED IMPLEMENTATION)

This appendix provides an overview of DoD requirements for IA/security that will be imposed. Any proposed solutions shall comply with the IA requirements throughout the system life cycle in accordance with DoDD 8500.1 and DoDI 8500.2. DoD, DoN and USMC instructions and directives will take precedence in case of any discrepancies.

A.1 Accreditation Boundary

At the accreditation boundary:

All hardware, software, and firmware that performs an IA function (e.g., firewalls, Intrusion Detection System (IDS), Intrusion Prevention System (IPS), cryptographic accelerators) or is considered IA-enabled must identify its Evaluated Assurance Level (EAL) in accordance with National Security Telecommunications and Information Systems Security Policy (NSTISSP) Policy

11 as a result of National Information Assurance Partnership (NIAP) Assessment.

As approved in Section 5131 of the Information Technology Management Reform Act of 1996, Public Law 104-106, hardware, software, and firmware vendors utilizing cryptographic modules must ensure software meets Federal Information Processing Standards (FIPS) 140-2 (most current version) cryptographic Protection Level 3 or higher and is validated via Cryptographic Module Validation Program (CMVP).

# A.2 Security Patches

All proposed solutions shall include the applicable software security patches and keeping them up to date throughout the period of contract performance. The Contractor shall:

- A.2.1 Ensure a complete vulnerability management process exists to identify known vulnerabilities, support IA vulnerability alerts and status reporting to the Government, and implement a vulnerability process to resolve these vulnerabilities. The Contractor will make use of USMC required, as well as approved DoD- authorized IA tool sets, network and host based vulnerability scanning tools, STIGs, and SRRs for identifying and categorizing findings.
- A.2.2 Maintain a vulnerability management plan for testing and dissemination of patches, notification through DISA Vulnerability Management System (VMS) and the plan of action & milestones (POA&M) for mitigations and fixes. The DISA VMS is an online portal that is used to track vulnerabilities and their disposition (open, waived, or fixed). Information Assurance Vulnerability Alerts (IAVAs) are issued as new vulnerabilities are discovered. System administrators are required to review the IAVA and then report which action has been taken within the VMS.
- A.2.2.1 Enroll in the DISA VMS and be compliant with both the receipt and remediation of all IAVAs prior to the implementation deadline, in addition to Bulletins throughout the contract period.

A.2.2.2 Ensure that no Category 1 or Category 2 vulnerabilities exist without being addressed and/or mitigated with approval of the Government prior to connection to the network. After service availability any new Category 1 or Category 2 vulnerabilities must be mitigated according to DoD policy.

A.3 Accreditation Process

The Contractor shall support the DoD C&A process, as required. The Contractor shall:

- A.3.1 Be subject to requirements of the Federal Information Security Management Act (FISMA), and when providing services to the Government shall be recognized under the FISMA as an identified outsourced function.
- A.3.2 Be open to audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place.
- A.3.3 Perform a Security Test & Evaluation (STE) and provide the results of these evaluations and configuration files to the Government before acceptance to ensure a secure baseline of the components. Corrective measures shall be undertaken by the Contractor as directed by the Government.
- A.3.4 Provide all requested system security related data to the Government as input to the required documentation for all C&A processes. Ensure that the provided data is accurate and representative of the current systems and application configurations.

#### A.4 Personnel and Facilities

The prime contractor and all sub-contractors (though the prime contractor) shall certify in writing to the Government (via letter to the PCO or other means) that personnel supporting this contract are qualified U.S. contractors. Qualified U.S. contractors are restricted to U.S. citizens (ref: DoD Directive 5220.22-M Chapter 2-206-7), persons admitted lawfully into the United States for permanent residence, and are located in the United States. All personnel identified on the certification and/or supporting this contract shall be in compliance with Department of Defense, Department of the Navy, and Marine Corps Information and Personnel Security Policy to include completed background investigations (as required) prior to starting work.

The Contractor shall provide personnel security in accordance with DoDD 5200.2-R, DoD Personnel Security Program and DoDD 5200.1-R, DoD Information Security Program Regulation. Contractor personnel shall meet appropriate sensitivity level requirements as defined in Appendix K of DoDD 5200.2-R, DoD Personnel Security Program. Individuals performing IA type functions must be identified, trained, and certified consistent with DoD Directive 8570.01 Information Assurance (IA) Training, Certification, and Workforce Management. All personnel with any physical access or logical administrative access to the systems providing services to the Government must be U.S. citizens with an active IT-I/II certification.

A.4.1 The Contractor shall submit clearances and visit requests to the Government facility at least ten (10) business days prior to arrival at the location of performance in a Government facility.

A.4.2 The Contractor shall provide to the Government an estimate of the number of employees requiring workspace in the Government facilities as part of their submission.

A.4.3 The Government shall assist the contractor in gaining access to Government agencies and installations as necessary.

This contract shall include a DoD Contract Security Classification Specification (DD Form 254) as an attachment. The contractor shall have a valid SECRET facility clearance (ref: DoD Directive 5220.22-M Chapter 2-100) for classified access even if working at a government facility.

A.5 Hardware and Software

A.5.1 All hardware and software that constitute the service must be installed and configured by approved IT-I/II cleared personnel or by personnel under direct supervision of approved IT-I cleared personnel.

A.5.2 All hardware residing in Government facilities shall be disposed of IAW then current DoD policy of disposal of hardware containing classified or sensitive information.

A.5.3 Software proposed or required to that is not part of the Government's software baseline must be approved by the Government prior to installation. This approval is granted by the DAA for the affected network. The Contractor will be responsible for providing all necessary documentation to support DAA approval.

A.5.4 All equipment purchased shall comply with the provisions and intent of "Garrison Property Policy Manual, Marine Corps Order" (MCO) P10150.1. Garrison property (all Government personal property used to support the operation of a Marine Corps installation and its tenant activities) is categorized as either plant property or minor property. For accountability purposes, items with a unit cost of \$5,000 or more are accounted for as plant property and items with a unit cost less than \$5,000 are accounted for as minor property. Plant property must be reported to the plant accountability office or fiscal office. Minor property with a unit cost greater than

\$300 but less than \$5,000 must be recorded into a locally developed minor property data base. In addition, items categorized as pilferable, sensitive or classified at any value must also be recorded. Sample minor property items are listed in Appendix K of MCO P10150.1 The minor property data base will include data listed in Appendix L-39, MCO P10150.1. Quarterly invoices are required by the Government and must outline location, physical ownership (who is in control of the equipment) and how the equipment is being used. The Contractor shall provide asset inventory and asset tracking services that track the financial aspects of an asset to include cost and depreciation as well as contract management aspects to include leases, maintenance agreements, service contracts and location. A list of all Government Furnished Equipment (GFE) and equipment purchased for the contract, to include current location, will be reported on a quarterly basis.

A.6 Adhere to the Following Guidance

A.6.1 The Contractor's proposal shall ensure compliance with all applicable guidance/policy from the U.S. Federal Government, DoD, DON, USMC, MCNOSC and US Cyber Command. The Contractor's proposal shall specifically address how the following policies will be addressed.

- A.6.1.1 Assistant Secretary of Defense Memorandum, Subject: Disposition of Unclassified DoD Computer Hard Drives, dated June 4, 2001; DISA Security Technical Implementation Guides (STIGs)
- A.6.1.2 DoD Information Assurance Certification and Accreditation (C&A) Process (DIACAP) Guidance. http://iase.disa.mil/diacap/
- A.6.1.3 DIACAP specifications and standards located at https://diacap.iaportal.navy.mil/ A.6.1.4 DoD Instruction 8510.01, DoD Information Assurance Certification and Accreditation

Process (DIACAP), http://www.dtic.mil/whs/directives/corres/pdf/851001p.pdf

- A.6.1.5 DoD Directive 8500.01E, Information Assurance (IA), http://www.dtic.mil/whs/directives/corres/html/850001ppdf
- A.6.1.6 DoD Instruction 8500.2, Information Assurance (IA) Implementation, http://www.dtic.mil/whs/directives/corres/html/85002.htm
- A.6.1.7 DoD Instruction 8520.02, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, http://www.dtic.mil/whs/directives/corres/html/85202.htm
- A.6.1.8 Chairman of the Joint Chiefs of Staff (CJCSI) 6510.01E, Information Assurance (IA) and Computer Network Defense (CND),

http://www.dtic.mil/cjcs\_directives/cdata/unlimit/6510\_01.pdf

- A.6.1.9 National Security Telecommunications and Information Systems Security Policy (NSTISSP) No. 11, Fact Sheet for the National Information Assurance Acquisition Policy, July 2003. http://www.cnss.gov/Assets/pdf/nstissp\_11\_fs.pdf
- A.6.1.10, DoD Directive 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Jan 1995. http://www.usaid.gov/policy/ads/500/d522022m.pdf B.1. Overview

#### APPENDIX B: ENTERPRISE MANAGEMENT

The Contractor shall ensure proposed solutions support MCEITS ITSM and ESM functions to include the metrics to be collected, frequency of collection, and which metrics can be shared in near-real time. These functions will evolve and proposed solutions should evolve with the operational service management functions.

# B.2. Service Management

The Contractor shall support systems engineering associated with the current implementation, and describe how any proposed solution will perform or integrate with the following operational functions:

- B.2.1. Fault detection The Contractor shall describe how the proposed solution will identify unscheduled service disruptions in automated near-real time or as soon as possible.
- B.2.2 Configuration management of the operational enterprise in concert with the MCEITS Configuration Management Plan.
- B.2.3 Accounting Sharing SLA metrics to verify a service is in compliance. B.2.4 Performance management
- B.2.4.1 Identify any unscheduled degradation in services/capacity and whether there is or is not impact to the performance and/or availability to allow for proactive mitigation planning.
- B.2.4.2 Identify what information and access will be used to monitor real-time health of the service.
- B.2.4.3 Security monitoring The Contractor shall only use DoD-approved network and host based Intrusion Protection Systems.

#### **B.3.** Metrics

NetOps data is delineated into the following three (3) categories: Performance

Availability

Utilization

For each of these three areas, the Contractor shall recommend metrics or changes to the operational metrics for the proposed solution, as appropriate, including:

B.3.1 The tools, procedures and metrics the proposed solution can provide. B.3.2 The type of information collected.

- B.3.3 How it is collected, including frequency of collection.
- B.3.4 Analyses needed and/or provided.
- B.4. Capacity Planning

The Contractor shall support planning for infrastructure expansion and/or growth.

#### APPENDIX C: SPECIFICATIONS AND STANDARDS

The Contractor shall comply with the following specifications and standards (this list is representative and not all inclusive)

- C.1. Operations shall be in accordance with this document and MCEITS CPD
- C.2. Utilize the current NetCentric Enterprise Solutions for Interoperability (NESI) guidance, standards and checklists

http://nesipublic.spawar.navy.mil/

C.3. Comply with DoD's implementation and principals of "open systems" documented Modular Open

Systems Approach (MOSA)

http://www.acq.osd.mil/osjtf/mosapart.html

- C.4. Comply with Section 508 of the Rehabilitation Act of 1973 http://www.Section508.gov http://www.ditco.disa.mil/asp/news/ntc\_05\_01.asp http://www.nslcptsmh.csd.disa.mil/compliance.htm
- C.5. Comply with IETF RFC 2246, Transport Layer Security (TLS)

http://csrc.nist.gov/publications/nistpubs/800-52/SP800-52.pdf

- C.6. Comply with IETF RFC 2459, Internet X.509 Public Key Infrastructure (PKI) Certificate and CRL Profile http://www.ietf.org/rfc/rfc3280.txt
- C.7. Comply with IPv6. http://jitc.fhu.disa.mil/apl/ipv6/pdf/disr\_ipv6\_50.pdf
- C.8. Comply with the DoD NetCentric Data Strategy, DoDD 8320.02. http://cionii.defense.gov/policy/datastrategy.shtml
- C.9. Comply with the USMC Data Strategy. http://www.usmc.mil/news/publications/Documents/MCO%205231.3.pdf
- C.10. Comply with Item Unique Identification (IUID) DFARS 252.211-7003, "Item Identification and Valuation" and "DoD Guide to Uniquely Identified Items" http://www.acq.osd.mil/dpap/dars/dfars/html/current/252211.htm http://www.acq.osd.mil/dpap/Docs/uid/guide\_1\_4.pdf
- C.11 In addition the Contractor must have a complete understanding of the requirements, standards and guidelines contained in the documents below.

DoD Directive 3222.3, DoD Electromagnetic Environmental Effects (E3) Program

DoD Directive 5000.1, The Defense Acquisition System

DoD Instruction 5000.02, Operation of the Defense Acquisition System

DoD Directive 8100.1, Global Information Grid (GIG) Overarching Policy

DoD Directive 4630.5, Interoperability and Supportability of Information Technology (IT) and

National Security Systems (NSS)

DoD Instruction 4630.8, Procedures for Interoperability and Supportability of Information

Technology (IT) and National Security Systems (NSS) DoD Global Information Grid (GIG) Architecture

DoD Joint Technical Architecture & DoD IT Standards Registry (DISR) CJCSI 3170.01G, Joint Capabilities Integration and Development System

Manual for the Operation of the Joint Capabilities Integration and Development System (JCIDS) CJCSI 6212.01E, Interoperability and Supportability of Information Technology and National Security Systems

Net-Centric Operations and Warfare Reference Model (NCOW RM) and Defense Information Enterprise Architecture

Net-Centric Checklist, V2.1.3, Office of the Assistant Secretary of Defense for Networks and Information Integration/Department of Defense Chief Information Officer

Section D - Packaging and Marking

#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
	\$1,000,000.00		\$100,000,000.00

#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
3,000.00		20,000,000.00	

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
0002		\$		\$
0003		\$		\$

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\$ \$

Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

# Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-DEC-2012 TO 20-DEC-2017	N/A	COMMANDER MARCORSYSCOM STACY DUPONT 2200 LESTER STREET QUANTICO VA 22134 703-432-0713 FOB: Destination	M67854
0002	POP 21-DEC-2012 TO 20-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 21-DEC-2012 TO 20-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 21-DEC-2012 TO 21-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

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#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission
- of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this Web site.

- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through
- WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

#### **Invoice 2-in-1**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

## Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	
Ship To Code	
Ship From Code	

Mark For Code
Service Approver (DoDAAC)
Service Acceptor (DoDAAC) M67854 ext. PG10
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
(5) WAWF email notifications. The Contractor shall enter the email address identified below in the ``Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
Ms. Stacy Dupont: stacy.dupont@usmc.mil
(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.  Ms. Susan Dibianca: <a href="mailto:susan.dibianca@taic.net">susan.dibianca@taic.net</a>
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

#### SPECIAL CONTRACT REQUIREMENTS

#### SPECIAL CONTRACT REQUIREMENTS

H.1 Contracting Officer Representative (COR)

The COR under this contract is Ms. Stacy Dupont, <a href="mailto:stacy.dupont@usmc.mi1">stacy.dupont@usmc.mi1</a>. Inspection and acceptance of contract deliverables are the responsibility of the COR except as otherwise specified in the contract under the inspection and acceptance clause. The COR will serve in a supporting role to the Contracting Officer by providing advise and expertise on technical issues. However, only the Contracting Officer has the Authority to authorize deviations from the terms and conditions of this contract, to include deviation from specification requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the Contractor.

H.2 Government Furnished Property (GFP), Information (GFI) and Equipment (GFE)

Any GFP/GFI/GFE will be in accordance with individually issued Task orders.

## H.3 Contract Acquired Property

Any and all property (hardware, software, supplies) purchased by the contractor for performance of this contract and not expended during performance thereof, shall be delivered to the government at the conclusion (and prior to final invoice submittal) of this contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	:JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontrac Awards	tAUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-11	Cost ContractNo Fee	APR 1984

52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-16 Alt I	Incentive Price Revision-Firm Target (Oct 1997) - Alternate	IAPR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting	DEC 2010
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-51	Exemption from Application of the Service Contract act to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements	NOV 2007
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain ServicesRequirements	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alternate I	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012

52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	- DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	S DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	y DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7004	Report of Intended Performance Outside the United States an CanadaSubmission after Award	dOCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2012
252.227-7013 Alt I	Rights in Technical DataNoncommercial Items (FEB 2012) - Alternate I	JUN 1995

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical DataCommercial Items	DEC 2011
252.227-7021	Rights In DataExisting Works	MAR 1979
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012

## CLAUSES INCORPORATED BY FULL TEXT

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- "System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—
- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

- (b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in CCR may be required in lieu of SAM.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) A contractor may obtain a DUNS number—
- (i) Via the internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The Contractor should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

- (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to—
- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through https://www.acquisition.gov or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

(a) The Contractor shall make the following notifications in writing:
(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
(b) The Contractor shall
(1) Maintain current, accurate, and complete inventory records of assets and their costs;
(2) Provide the ACO or designated representative ready access to the records upon request;
(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
(End of clause)

52.216-18 ORDERING. (OCT 1995)
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 21 December 2012 through 20 December 2017.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)
52.216-19 ORDER LIMITATIONS. (OCT 1995)
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor:
(1) Any order for a single item in excess of \$20,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

- (3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 May 2018.
(End of clause)
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.
(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years and six (6) months.
(End of clause)
52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).
(a) Definitions. See 13 CTR 125.6(c) for definitions of terms used in paragraph (a).
(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
(2) A sense what is both a HIID7an and I business are sense at 1 and 1 a
(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged

business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to

concerns that are not HUBZone small business concerns; or

- (4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to

concerns that are not HUBZone small business concerns.

- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
- (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

- (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause upon the occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.
(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the

validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .
(Contractor to sign and date and insert authorized signer's name and title).
(End of clause)
52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
(2) By indirect-labor employees such as those performing duties in connection with administration, protection,

transportation, maintenance, standby plant protection, operation of utilities, or accounting;
(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
(4) That will result in lower overall costs to the Government.
(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall
(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.
(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)
(a) Definitions. As used in this clauseCommercially available off-the-shelf (COTS) item—
(1) Means any item of supply that is
(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ``bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee
(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

- (b) Enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--
- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official. (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify. (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program; (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e)

(appropriately modified for identification of the parties), in each subcontract that--

(ii) Construction;
(2) Has a value of more than \$3,000; and
(3) Includes work performed in the United States.
(End of clause)
52.232-20 LIMITATION OF COST (APR 1984)
(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-
(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of

costs incurred by each.
(End of clause)
52.232-22 LIMITATION OF FUNDS (APR 1984)
(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

in the Schedule.

- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the

Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (1) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

# 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 21 December 2012 through 20 December 2017.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the

schedule.

(End of Clause)

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Section J - List of Documents, Exhibits and Other Attachments

## **ATTACHEMENTS**

#### **J.1 Attachments**:

Attachment 1 – Department of Defense Contract Security Classification Specification

Department of Defense Contract Security Classification Specification, DD Form 254, dated DD/MM/YYYY, is hereto, attached to this contract as attachement 1.